

**AGREEMENT FOR FEDERAL LEGISLATIVE CONSULTING SERVICES
FOR McHENRY COUNTY**

This AGREEMENT is entered into by and between McHenry County and The Ferguson Group, LLC, 1130 Connecticut Ave NW Suite 300, Washington DC 20036 (hereafter "Contractor").

RECITALS

WHEREAS, McHenry County is seeking a Contractor to provide Washington Representation Services; and

WHEREAS, the Contractor has the ability to provide these services as defined in the Agreement Documents; and

WHEREAS, the McHenry County Board passed a resolution at its regular meeting on November 6, 2008, authorizing the County Administrator to execute this Agreement.

**NOW, THEREFORE BE IT RESOLVED, that McHenry County and the Contractor
AGREE AS FOLLOWS:**

SECTION 1. SCOPE OF WORK

The Contractor agrees to provide Washington Representation Services including, but not limited to the following tasks: annual visit to McHenry County to meet with County appointed and elected officials to compile information as the basis to establish the County's annual, prioritized legislative agenda; represent McHenry County's interests with legislators, staff, and agencies; advocate McHenry County's position on legislation, regulations and federal issues and monitor, report and analyze actions; assist McHenry County in packaging projects and securing funding; assist McHenry County with access to appropriate legislators, regulatory agencies and officials; research and provide information on private and public grants; provide office space and staff support to McHenry County personnel when in Washington; train and educate McHenry County elected and appointed officials with regards to legislation and regulations and related opportunities and impacts; coordinate with McHenry County's State Representatives and as otherwise directed.

SECTION 2. DURATION

This contract shall be in effect for a one (1) year period from December 1, 2008. McHenry County reserves the right to renew this contract for two (2) additional one (1) year period(s), subject to acceptable performance by the contractor.

SECTION 3. PAYMENTS

The contractor shall submit monthly invoices in the amount of **\$7,750**. Payment shall be made in accordance with the Local Government Prompt Payment Act.

SECTION 4. AGREEMENT PRICE

McHenry County will pay to the Contractor an amount not to exceed **\$93,000** per year, including all expenses.

SECTION 5. ESCALATION

Prices shall remain fixed for the initial one (1) year contract period. The contractor may request a price increase for each successive renewal period by submittal of a written request at least sixty (60) days in advance of the renewal term in the amount up to **six percent (6.0%)** of the Agreement price.

SECTION 6. MOST FAVORED CUSTOMER

The contractor shall give preference to McHenry County regarding representation on priority issues, i.e. the contractor shall not represent client(s) who oppose McHenry County's position on a specific issue.

SECTION 7. JURISDICTION, VENUE, CHOICE OF LAW:

This and any contract resulting there from shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 22nd Judicial Circuit Court, State of Illinois.

SECTION 8. TERMINATION

McHenry County reserves the right to terminate this Agreement, or any part, with thirty (30) days written notice. The Contractor shall be paid for work performed in the event of cancellation for the convenience of the County.

SECTION 9. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of McHenry County.

SECTION 10. ASSIGNMENT

Neither the Contractor nor McHenry County shall assign any duties of performance under this Agreement without the express prior written consent of the other.

SECTION 11. MODIFICATION

This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

SECTION 12. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 8 of the McHenry County Purchasing Ordinance.

SECTION 13. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 14. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 15. TAXES

McHenry County is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, McHenry County is exempt from state and local taxes.

SECTION 16. DELIVERABLES

1. Provide frequent verbal and monthly written reports to McHenry County on the progress of the agenda identifying any issues to address.
2. Provide legislative reports on federal issues, minimum six (6) times per year.
3. Visit McHenry County at least annually to compile information to establish the legislative agenda and additionally to keep the County informed.

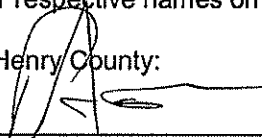
SECTION 17. INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify and hold McHenry County, its officers, officials, agents, and employees, (hereafter "the Indemnified Parties"), free and harmless from and **against any and all** claims, damages, demands, injury or death, in consequence of granting the Agreement or arising out of or being in any way connected with the Contractor's performance or lack thereof under the Agreement except for matters shown by final judgment to have been solely caused by or attributable to the gross negligence or intentional wrongful act of the Indemnified Parties. The indemnification provided herein shall be effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs including without limitation; attorney's fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by the McHenry County. This indemnification is not limited by any amount of insurance required under the Agreement and shall cover the cost of defense of any claim of liability within the scope of the indemnity whether or not such claim is meritorious. The Contractor shall be solely responsible for the defense of any and all claims, demands or suits against the Indemnified Parties including without limitation, claims by employees, subcontractors, agents, or servants of the Contractor provided that McHenry County shall have the right to designate separate counsel to defend McHenry County in which event the fees and expenses of such counsel shall be paid by the Contractor.

The Contractor shall promptly provide, or cause to be provided, to McHenry County and McHenry County counsel copies of any such notices as they may receive of any claims, actions or suits as may be given or filed in connection with the Contractor's or any subcontractor's performance of the Agreement and for which the Indemnified Parties may claim indemnification hereunder and give the Indemnified Parties authority, information, and/or assistance for the defense of any claim or action.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

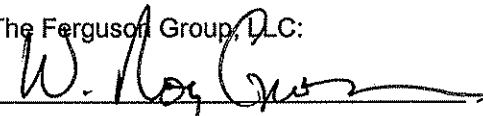
McHenry County:



PETER AUSTIN
County Administrator
McHenry County

Date 11.14.08

The Ferguson Group, LLC:



W. Roy Guss

Date 11/19/08

**AGREEMENT FOR WASHINGTON REPRESENTATION SERVICES
FOR MCHENRY COUNTY**

This AGREEMENT is entered into by and between McHenry County and The Ferguson Group, LLC, 1130 Connecticut Ave NW Suite 300, Washington DC 20036 (hereafter "Contractor").

RECITALS

WHEREAS, McHenry County is seeking a Contractor to provide Washington Representation Services; and

WHEREAS, the Contractor has the ability to provide these services as defined in the Agreement Documents; and

WHEREAS, the McHenry County Board passed a resolution at its regular meeting on October 18, 2005 authorizing the County Administrator to execute this Agreement.

NOW, THEREFORE BE IT RESOLVED, that McHenry County and the Contractor AGREE AS FOLLOWS:

SECTION 1. SCOPE OF WORK

The Contractor agrees to provide Washington Representation Services including, but not limited to the following tasks: annual visit to McHenry County to meet with County appointed and elected officials to compile information as the basis to establish the County's annual, prioritized legislative agenda; represent McHenry County's interests with legislators, staff, and agencies; advocate McHenry County's position on legislation, regulations and federal issues and monitor, report and analyze actions; assist McHenry County in packaging projects and securing funding; assist McHenry County with access to appropriate legislators, regulatory agencies and officials; research and provide information on private and public grants; provide office space and staff support to McHenry County personnel when in Washington; train and educate McHenry County elected and appointed officials with regards to legislation and regulations and related opportunities and impacts; coordinate with McHenry County's State Representative and as otherwise directed.

SECTION 2. DURATION

This contract shall be in effect for a one (1) year period from November 1, 2005. McHenry County reserves the right to renew this contract for two (2) additional one (1) year period(s), subject to acceptable performance by the contractor.

SECTION 3. PAYMENTS

The contractor shall submit monthly invoices in the amount of **\$7,500**. Payment shall be made in accordance with the Local Government Prompt Payment Act.

SECTION 4. AGREEMENT PRICE

McHenry County will pay to the Contractor an amount not to exceed **\$90,000** per year, including all expenses.

SECTION 5. ESCALATION

Prices shall remain fixed for the initial one (1) year contract period. The contractor may request a price increase for each successive renewal period by submittal of a written request at least sixty (60) days in advance of the renewal term in the amount up to **six percent (6.0%)** of the Agreement price.

SECTION 6. MOST FAVORED CUSTOMER

The contractor shall give preference to McHenry County regarding representation on priority issues, i.e. the contractor shall not represent client(s) who oppose McHenry County's position on a specific issue.

SECTION 7. JURISDICTION, VENUE, CHOICE OF LAW:

This RFP and any contract resulting therefrom shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

SECTION 8. TERMINATION

McHenry County reserves the right to terminate this Agreement, or any part, with thirty (30) days written notice. The Contractor shall be paid for work performed in the event of cancellation for the convenience of the County.

SECTION 9. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of McHenry County.

SECTION 10. ASSIGNMENT

Neither the Contractor nor McHenry County shall assign any duties of performance under this Agreement without the express prior written consent of the other.

SECTION 11. MODIFICATION

This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

SECTION 12. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 8 of the McHenry County Purchasing Ordinance.

SECTION 13. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 14. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 15. TAXES

McHenry County is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, McHenry County is exempt from state and local taxes.

SECTION 16. DELIVERABLES

1. Provide frequent verbal and monthly written reports to McHenry County on the progress of the agenda identifying any issues to address.
2. Provide legislative reports on federal issues, minimum six (6) times per year.
3. Visit McHenry County annually to compile information to establish the legislative agenda and additionally to keep the County informed.


SECTION 17. INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify and hold McHenry County, its officers, officials, agents, and employees, (hereafter 'the Indemnified Parties'), free and harmless from and **against any and all** claims, damages, demands, injury or death, in consequence of granting the Agreement or arising out of or being in any way connected with the Contractor's performance or lack thereof under the Agreement except for matters shown by final judgment to have been solely caused by or attributable to the gross negligence or intentional wrongful act of the Indemnified Parties. The indemnification provided herein shall be effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs including without limitation; attorney's fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by the McHenry County. This indemnification is not limited by any amount of insurance required under the Agreement and shall cover the cost of defense of any claim of liability within the scope of the indemnity whether or not such claim is meritorious. The Contractor shall be solely responsible for the defense of any and all claims, demands or suits against the Indemnified Parties including without limitation, claims by employees, subcontractors, agents, or servants of the Contractor provided that McHenry County shall have the right to designate separate counsel to defend McHenry County in which event the fees and expenses of such counsel shall be paid by the Contractor.

The Contractor shall promptly provide, or cause to be provided, to McHenry County and McHenry County counsel copies of any such notices as they may receive of any claims, actions or suits as may be given or filed in connection with the Contractor's or any subcontractor's performance of the Agreement and for which the Indemnified Parties may claim indemnification hereunder and give the Indemnified Parties authority, information, and/or assistance for the defense of any claim or action.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

McHenry County:



PETTER AUSTIN
County Administrator
McHenry County

Date 10-27-05

The Ferguson Group, LLC:



Date 11/2/05

